

# UNION PACIFIC RAILROAD COMPANY

LAW DEPARTMENT

1416 DODGE STREET



OMAHA, NE. 68179

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OCT 20 1981-1 55 PM

October 16 1981  
INTERSTATE COMMERCE COMMISSION

OCT 20 1981-1 55 PM

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

OCT 20 1981-1 55 PM  
No. 76-80  
Date 10-20-1981  
INTERSTATE COMMERCE COMMISSION  
Washington, D. C.

Dear Ms. Mergenovich:

There are enclosed herewith for filing and recording pursuant to §11303 of the Interstate Commerce Act an executed original and four (4) executed counterparts of each of the following documents relating to Equipment Lease Agreements between Union Pacific Railroad Company, having a place of business at 1416 Dodge Street, Omaha, Nebraska 68179, and The Western Pacific Railroad Company, having a place of business at 526 Mission Street, San Francisco, California 94105:

1. Equipment Lease Agreement dated as of March 1, 1981, covering the leasing by Union Pacific Railroad Company to The Western Pacific Railroad Company of 100 100-ton open-top hopper cars (C.D. No. 53599-6);

2. First Addendum (C.D. No. 53599-3-B), dated as of May 12, 1981, providing for the addition of 15 coil flatcars to an Equipment Lease Agreement dated as of April 2, 1980, covering the leasing by Union Pacific Railroad Company to The Western Pacific Railroad Company of 40 coil flatcars, filed and recorded pursuant to 49 U.S.C. §11303 on May 27, 1980, and assigned Recordation No. 13117.

3. Second Addendum (C.D. No. 53599-3-D), dated as of September 9, 1981, providing for the addition of 9 coil flatcars to an Equipment Lease Agreement dated as of April 2, 1980, covering the leasing by Union Pacific Railroad Company to The Western Pacific Railroad Company of 40 coil flatcars, filed and recorded pursuant to 49 U.S.C. §11303 on May 27, 1980, and assigned Recordation No. 13117.

After filing and recordation please return the counterparts marked "Duplicate Original UP or UPRR Counterpart" and "Duplicate Original WP or Lessee's Counterpart" of each of the enclosed agreements to Valerie W. Scott, General Counsel, Union Pacific Railroad Company, 1416 Dodge Street, Omaha, Nebraska 68179.

The fee of \$70.00 for filing and recordation is enclosed herewith.

Very truly yours,

*Brenda J. Warren*  
Brenda J. Warren

Enclosures

Duplicate Original

C.D. No. 53599-3-B

EQUIPMENT LEASE

UNION PACIFIC RAILROAD COMPANY,

Lessor

RECORDATION NO. 13117-B Filed 10/20

OCT 20 1981 - 1 55 PM

to

INTERSTATE COMMERCE COMMISSION

THE WESTERN PACIFIC RAILROAD COMPANY,

Lessee

Dated as of April 2, 1980  
Filed and Recorded Pursuant to 49  
U.S.C. § 11303 on May 27, 1980, and  
Assigned Recordation No. 13117

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FIRST ADDENDUM TO EQUIPMENT

LEASE

Dated as of May 12, 1981

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RECORDATION NO. 13117-B

~~Filed and Recorded with the~~  
I.C.C. Pursuant to Section 11303 of  
the Interstate Commerce Act on  
10/20, 1981, at 1:55 PM.

ADDENDUM TO AGREEMENT dated April 2, 1980 (herein-  
after the Original Agreement), by and between UNION PACIFIC  
RAILROAD COMPANY (the Lessor) and THE WESTERN PACIFIC RAILROAD  
COMPANY (the Lessee) covering the leasing of 40 coil flatcars  
for a term of five (5) years commencing April 1, 1980,  
unless sooner terminated as therein provided. The Original  
Agreement is identified in the records of the Lessor as C.D.  
No. 53599-3.

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IT IS MUTUALLY AGREED by and between the parties  
to the Original Agreement as follows:

Section 1. DELIVERY AND ACCEPTANCE OF UNITS

Effective as of February 1, 1981, Section 1 of the  
Original Agreement shall be, and hereby is, amended to read  
as follows:

"Section 1. Delivery and possession of each  
unit under this Lease shall be at the time and  
place when, after the Lessor has released the  
cars to the Lessee at Pittsburg, California,  
the units are remarked with the initials  
of the Lessee in accordance with the provisions  
of Section 5 hereof. Upon delivery of each  
unit to the Lessee, the Lessee will cause the  
unit to be inspected by its authorized representa-  
tive. If such representative finds that the  
unit is in good and serviceable condition and  
if delivery is accepted, the Lessee will cause  
such representative to execute and deliver to  
the Lessor a Certificate of Acceptance (in a  
form substantially as that set forth in Exhibit  
B attached hereto) stating that such unit has  
been inspected and accepted on behalf of the  
Lessee. Such Certificate of Acceptance shall  
be conclusive evidence that the unit or units  
covered thereby has or have been delivered  
to and accepted by the Lessee in good and  
serviceable condition acceptable to the Lessee  
in all details."

Section 2. ADDITIONAL EQUIPMENT

Effective as of February 1, 1981, the Lessor  
agrees to lease and let, and does hereby lease and let,

unto the Lessee the Equipment (hereinafter Additional Equipment) identified on Exhibit C hereto attached. It is agreed that whenever and wherever reference is made in the Original Agreement to the Equipment of the Lessor leased to the Lessee under said agreement, such reference shall, from and after such effective date, be deemed to include the Additional Equipment leased by the Lessor to the Lessee hereunder, and all the terms and conditions of the Original Agreement shall, except as herein amended, from and after said effective date, apply to the Additional Equipment leased hereunder.

Section 3. AGREEMENT SUPPLEMENTAL

This Agreement is supplemental to the Original Agreement and nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the 12<sup>th</sup> day of May, 1981.

Witness:

UNION PACIFIC RAILROAD COMPANY,

Al Holdorf By J. C. Kumbie  
President

Witness:

THE WESTERN PACIFIC RAILROAD COMPANY,

Geraldine A. Ross By W. L. Kumbie, Jr.  
S. Vice President

EXHIBIT C

ADDITIONAL EQUIPMENT LEASED

15 UPRR COIL FLATCARS

<u>UP Identifying marks</u>	<u>WP Identifying Marks</u>
UP259100	WP259100
UP259125	WP259125
UP259131	WP259131
UP259141	WP259141
UP259164	WP259164
UP259166	WP259166
UP259170	WP259170
UP259172	WP259172
UP259177	WP259177
UP259184	WP259184
UP259221	WP259221
UP259296	WP259296
UP259297	WP259297
UP259298	WP259298
UP259299	WP259299

STATE OF NEBRASKA    )  
                              )  
                              ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me  
this 12<sup>th</sup> day of May, 1981,  
by J. C. KENEFICK, President of Union Pacific Railroad Company,  
a Utah corporation, on behalf of the corporation.



A. A. Holdorf  
Notary Public

(Seal)

jck

STATE OF CALIFORNIA            )  
  )SS.  
COUNTY OF SAN FRANCISCO    )

On this 8th day of June,  
19 81, before me, a Notary Public of said State, duly  
commission and sworn, personally appeared R. W. STUMBO, JR.,  
known to me to be the Senior Vice President of the corpora-  
tion that executed the within instrument, and acknowledged  
to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official seal the day and year in this certi-  
ficate above written.

Diane Lorette Fafoutis  
Notary Public

